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**IN THE COURT OF APPEAL OF THE STATE OF CALIFORNIA
FIFTH APPELLATE DISTRICT**

THE PEOPLE,

Plaintiff and Respondent,

v.

CEASAR RENTERIA,

Defendant and Appellant.

F077837

(Super. Ct. No. VCF344249B)

OPINION

THE COURT*

APPEAL from a judgment of the Superior Court of Tulare County. Gary L. Paden, Judge.

Paul Kleven, under appointment by the Court of Appeal, for Defendant and Appellant.

Office of the State Attorney General, Sacramento, California, for Plaintiff and Respondent.

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* Before Poochigian, Acting P.J., Meehan, J. and Snauffer, J.

INTRODUCTION

Appellant Ceasar Renteria pled no contest to one count of violating Penal Code¹ section 30305, subdivision (a), possession of ammunition by a felon, after the trial court gave an indicated sentence of 16 months and the People agreed to dismissal of another count. He was sentenced in accordance with the plea agreement. Renteria filed an appeal and appellate counsel filed a brief pursuant to *People v. Wende* (1979) 25 Cal.3d 436. We affirm.

FACTUAL AND PROCEDURAL SUMMARY

The Tulare County Sheriff's Department executed a search warrant on November 30, 2016, at a residence. A search of the inside of the residence uncovered an SKS rifle, a Smith and Wesson nine-millimeter handgun containing five rounds of ammunition in the magazine, and a Smith and Wesson .40-caliber handgun loaded with seven rounds of ammunition. Also found inside the home was .380-caliber ammunition, fifty .38-special-caliber rounds, and three 12-gauge shotgun rounds. In a shed in the backyard was an SKS magazine containing thirty-five .380 caliber rounds. Inside Renteria's truck, officers found a .380-caliber Ruger handgun loaded with six rounds of ammunition, an ammunition box containing sixteen .380-caliber rounds, and six nine-millimeter rounds.

Renteria claimed he was at the residence visiting his son. He denied any knowledge of firearms and ammunition in the home and denied ownership of the weapon and ammunition inside his truck. The probation report states Renteria's codefendant, Jonathan Garcia, claimed ownership of the firearms and acknowledged being aware he was not allowed to possess firearms. The firearms apparently were stolen.

¹ References to code sections are to the Penal Code.

An information filed on March 8, 2017, charged Renteria with being a felon in possession of a firearm in violation of section 29800, subdivision (a)(1), and a felon in possession of ammunition in violation of section 30305, subdivision (a)(1). The information also alleged that Renteria had seven prior felony convictions. In addition, the information contained allegations against codefendant Garcia.

On March 23, 2017, Renteria entered a no contest plea to the felon in possession of ammunition charge. At the hearing, the trial court stated, “The Court has discussed this matter and has given an indicated sentence as to Mr. Renteria of [16] months.” The trial court then stated, “I can’t remember, is this 1170(h) or—I think it might be. I don’t know.”

Defense counsel stated, “I understood there was no offer,” but Renteria was pleading to one of the two counts. The trial court responded, “Pick one” and defense counsel selected count 2, the section 30305, subdivision (a)(1) offense.

The trial court informed Renteria of the consequences of entering a no contest plea; advised him of his constitutional rights and accepted a waiver of those rights; and asked if Renteria had been afforded adequate time to discuss the plea with counsel, to which Renteria responded in the affirmative. Defense counsel also represented that he had discussed the plea with his client, the consequences of the plea, and possible defenses to the charges.

The parties stipulated to a factual basis for the plea. The trial court accepted the no contest plea and found that it had been “freely and voluntarily made, with an understanding of the nature of the charges, consequences of the plea.” !(CT 68)! The trial court reiterated that the indicated sentence was 16 months. !(CT 68)!

The minute order of the March 23, 2017, hearing reflects the trial court gave an indicated sentence of “16 months local.”² The remaining count was to be dismissed.

² At the time of sentencing, the trial court stated that Renteria agreed to a prison commitment of 16 months, the only issue being where he would be “housed.” The court

Renteria failed to appear at the scheduled June 30, 2017, sentencing hearing. A bench warrant was issued, and bail was forfeited. He again failed to appear at the scheduled sentencing hearing on April 3, 2018, and a bench warrant was again issued and bail again was forfeited. The bench warrant later was recalled and bail reinstated.

On June 20, 2018, the trial court held a hearing on Renteria's motion to withdraw his plea. The trial court noted that Renteria agreed to a term of commitment of 16 months and pled in exchange for an indicated 16-month term of commitment. There had been no guarantee it would be served locally and the notes from the plea hearing indicated the parties were not sure at the time of entry of the plea whether Renteria was eligible to serve his time locally under section 1170, subdivision (h). The motion to withdraw plea was denied.

The trial court proceeded to sentencing and defense counsel stated that Renteria indicated he "didn't understand the nature of the deal" when he entered his plea. Defense counsel also represented that Renteria did not feel he should be sentenced to 16 months "because everything that was found in the house belonged" to Garcia.

Renteria was sentenced to a term of 16 months in state prison and awarded 21 days of credit. Various fines and fees were imposed. Renteria stated, "this is wrong." The trial court responded that Renteria entered his plea in March and was before the trial court in June for sentencing; Renteria argued again that "nothing in the house was mine."

The abstract of judgment accurately reflects the trial court's oral pronouncement of sentence. On July 17, 2018, Renteria filed a notice of appeal. The record does not contain a certificate of probable cause.

stated, "There was no guarantee that he would be housed locally pursuant to [section] 1170[, subdivision] (h). We all believed he might be eligible, but there was never any guarantee."

DISCUSSION

Appellate counsel filed a brief pursuant to *People v. Wende, supra*, 25 Cal.3d 436 on October 31, 2018. That same day, this court issued its letter inviting Renteria to submit supplemental briefing. No supplemental brief was filed.

Section 1237.5 prohibits appealing a conviction following a plea of guilty or no contest unless a defendant obtains a certificate of probable cause from the trial court. (§ 1237.5, subd. (b).) California Rules of Court, rule 8.304(b)(4)(B) provides an exception to the section 1237.5 requirement if the appeal is based on “[g]rounds that arose after entry of the plea and do not affect the plea’s validity.” An appeal challenging the sentence after a guilty or no contest plea comes within this exception unless the appeal is “*in substance* a challenge to the validity of the plea.” (*People v. Buttram* (2003) 30 Cal.4th 773, 782.)

By entering a plea of no contest, Renteria admitted the sufficiency of the evidence establishing the section 30305, subdivision (a) offense, and, therefore, is not entitled to a review of any issue going to the question of guilt of the underlying offense. (*People v. Hunter* (2002) 100 Cal.App.4th 37, 42.)

Once a no contest plea is entered in exchange for specified benefits, both parties must abide by the agreement. (*People v. Segura* (2008) 44 Cal.4th 921, 929-930.) Renteria received the benefit of his bargain; the indicated sentence was a term of 16 months with no guarantee the time would be served locally. The trial court imposed a sentence that was in accordance with the agreement. Having received the benefit of his bargain, he cannot “better the bargain through the appellate process.” (*People v. Hester* (2000) 22 Cal.4th 290, 295.)

After an independent review of the record, we find that no reasonably arguable factual or legal issues exist.

DISPOSITION

The judgment is affirmed.